p. 244, that there must be a distinct legislative authority for every tax levied. *Litchfield* v. *Vernon*, 41 N. Y. 123. Yet dower is subject to legislative control, for while it is true that the husband cannot deprive his wife of her inchoate right of dower, the State may. *Rand* v. *Keiger*, 23 Wall. 148. Holding therefore, not by contract but by laws which the State may change, the widow's right of dower may be considered a part of the "intestate laws of the State."

INSURANCE—PROOF OF LOSS—TIME OF MAILING.—PEABODY V. SATERLEE, 59 N. E. Rep. 818 (N. Y.).—A condition in a fire insurance policy, requiring the insured to furnish proofs of loss within a certain time, is broken when the insurer does not receive them until after such time, although insured mailed them before the time had expired. O'Brien, Martin and Vann, JJ., dissenting.

Where notice is required to be given and no express method is pr it must be personal notice as required by the common law. *Rathbun* v. *Acker*, 18 Barb. 393. And where in such case notice is sent by mail, there is only a presumption of receipt by the company. *Susquehanna M. F. Ins. Co.* v. *Toy Co.*, 87 Pa. St. 424. Where a policy required that notice of losses be given by mail, the Supreme Court of New York held that the sending of such notice by mail only raised a presumption that it was received. *Hodgkins* v. *Montgomery*, 34 Barb. 213. But the Court of Appeals in the same case (41 N. Y.) held it to be conclusive, which was certainly more in accord with the intent of the parties as evidenced by the express provision of the policy.

INSURANCE—WARRANTY—INTOXICANTS—HABITUAL USE.—SUPREME LODGE, K. OF P. V. FOSTER, 59 N. E. Rep. 876 (Ind.).—To the question, "To what extent do you use intoxicating liquors?" an applicant for life insurance answered: "Not at all." *Held*, to mean not an habitual use.

The language of the application must receive a reasonable construction; one within the contemplation of the parties at the time the contract was consummated. The only purpose of requiring the insured to state in the application to what extent he used alcoholic liquors, was to guard against the risk from insuring the life of one who was in the habit of using them to such an excess as to imperil his health. *Grand Lodge* v. *Belcham*, 145 Ill. 308.

LIABILITY OF LANDLORD—INDEPENDENT CONTRACTOR—INJURY TO TENANT'S GOODS.—PEERLESS MFG. CO. V. BAGLEY ET AL., 85 N. W. 568 (Mich.).—Landlord, in accordance with agreement with tenant, engaged an experienced contractor to put in a fire extinguishing apparatus. Contractor negligently put in a sprinkler which fused at too low a temperature, in consequence of which damage resulted to tenant. *Held*, the landlord was liable.

Defendant relied upon the rule that when one employs a competent, experienced and independent contractor, he is not liable for defects. See *Devlin* v. *Smith*, 89 N. Y. 470; *Miller* v. *Railroad*, 125 N. Y. 1180. This rule, however, is not applicable to case at bar, for the landlord owes an absolute duty to tenant and cannot acquit himself of liability by delegating that duty to an independent contractor. *Wertheimer* v. *Saunders*, 95 Wis. 573; *Sturges* v. *Theological Society*, 130 Mass. 414.

MUNICIPAL CORPORATIONS—SEWERS—OBSTRUCTIONS—INJURIES TO ABUTTING OWNER—NEGLIGENCE.—TALCOTT V. CITY OF NEW YORK, 69 N. Y. Supp. 360.—Action to recover damages sustained by the plaintiff in consequence of an obstruction in a public sewer, occasioned by no other cause, except the or-